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20  
21 **UNITED STATES DISTRICT COURT**

22  
23 **DISTRICT OF NEVADA**

24 KATHRYN ROSS-NASH, an individual, )  
25 Plaintiff, ) Case No. 2:19-cv-00957-APG-NJK  
vs. )  
26 SUNNI ALMOND, an individual, )  
27 Defendant. )  
28 \_\_\_\_\_)  
SUNNI ALMOND, an individual, )  
Counter-plaintiff, )  
vs. )  
KATHRYN ROSS-NASH, an individual, )  
Counter-defendant )  
\_\_\_\_\_)

**STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER**

29 Plaintiff/Counter-defendant Kathryn Ross-Nash and Defendant/Counter-plaintiff Sunni  
30 Almond, by and through their respective counsel of record, hereby stipulate, request and jointly  
31 move the Court to enter this Stipulated Confidentiality Agreement and Protective Order

1 (hereinafter, “Order”), pursuant to FRCP 26(c)(1) and the Joint Conference Report under Rule  
2 26(f) and Stipulated Discovery Plan and Scheduling Order, on file herein (ECF No. 11). The  
3 Parties have agreed and stipulated that the use and handling of **CONFIDENTIAL** Information and  
4 **HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY** Information (as defined herein) in  
5 these proceedings shall be governed and subject to the following provisions:

6 1. The “Litigation” shall mean the above-captioned Case No. 2:19-cv-00957-APG-  
7 NJK, in the United States District Court for the District of Nevada.

8 2. “Documents” shall mean and include any documents (whether in hard copy or  
9 electronic form), records, correspondence, analyses, assessments, statements (financial or  
10 otherwise), responses to discovery, tangible articles or things, whether documentary or oral, and  
11 other information provided, served, disclosed, filed, or produced, whether voluntarily or through  
12 discovery or other means, in connection with this Litigation. “Information” shall mean any  
13 information contained in a Document. A draft or non-identical copy is a separate document within  
14 the meaning of these terms.

15 3. “Party” (or “Parties”) shall mean any one party (or all parties) in this Litigation,  
16 and their in-house and Outside Counsel (hereinafter defined). “Producing Party” shall mean any  
17 person or entity who provides, serves, discloses, files, or produces any Documents or Information.  
18 “Receiving Party” shall mean any person or entity who receives any such Documents or  
19 Information.

20 4. The Parties agree that, in conjunction with the discovery proceedings in this  
21 Litigation, the Parties may designate any Document, thing, material, testimony, or other  
22 Information derived therefrom as “**CONFIDENTIAL**” (such Documents, things, materials,  
23 testimony and Information are collectively referred to herein as “**CONFIDENTIAL** Information”)  
24 under the terms of this Order that shall not be provided or made available to third-parties except  
25 as permitted by, and in accordance with, the provisions of this Order. **CONFIDENTIAL**  
26 Information is that which has not been made public and contains trade secrets, proprietary and/or  
27 sensitive business or personal information.

1       5. The Parties agree that, in conjunction with the discovery proceedings in this  
2 Litigation, the Parties may designate any Document, thing, material, testimony, or other  
3 Information derived therefrom as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
4 (such Documents, things, materials, testimony and Information are collectively referred to herein  
5 as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY Information”) under this Order  
6 and that designation of such Documents, things, materials, and Information be reserved for  
7 extremely sensitive “Confidential Information or Items,” production of which to another Party or  
8 Non-Party would create a substantial risk of serious harm that could not be avoided by less  
9 restrictive means and can only be disclosed to Outside Counsel.

10       6. Documents subject to this Order shall be so designated by marking or stamping  
11 copies of the Document produced to a Party with the legend “CONFIDENTIAL” or “HIGHLY  
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Marking or stamping the legend  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” on the  
14 cover of any multi-page Document, a file containing multiple Documents, or a CD or DVD  
15 containing multiple Documents, shall designate all pages of the Document, file, CD or DVD as  
16 CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” unless  
17 otherwise indicated by the Producing Party.

18       7. Testimony taken at a deposition may be designated as CONFIDENTIAL or  
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by any Party making a statement  
20 to that effect on the record at the deposition. Arrangements shall be made with the court reporter  
21 taking and transcribing such deposition to separately bind such portions of the transcript and  
22 deposition exhibits containing Information designated as CONFIDENTIAL or “HIGHLY  
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” and to label such portions appropriately.  
24 Counsel for the Parties may also agree that an entire deposition transcript shall be designated  
25 CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” In the  
26 alternative, counsel for the Parties may agree to designate a deposition as CONFIDENTIAL  
27 within ten (10) days of receipt of the transcript.

1           8.    CONFIDENTIAL Information shall be maintained in strict confidence by the  
2 Parties who receive such information, shall be used solely for the purposes of this Litigation, and  
3 shall not be disclosed to any person, except:

- 4           a. The United States District Court for the District of Nevada, or any other court to  
5           which this matter may be transferred (the “Court”), including but not limited to  
6           the United States Bankruptcy Court for the District of Nevada, and persons  
7           assisting the Court or assisting in the litigation process (including, but not limited  
8           to, Court personnel, court reporters, stenographic reporters, videographers, and  
9           electronic filing personnel);
- 10           b. In the event of an appeal, the United States Court of Appeals for the Ninth Circuit  
11           (the “Appellate Court”) and/or the United States Supreme Court (the “Supreme  
12           Court”) and persons assisting the Appellate Court or the Supreme Court in the  
13           litigation process (including, but not limited to, Appellate and Supreme Court  
14           personnel, court reporters, stenographic reporters, videographers, and electronic  
15           filing personnel);
- 16           c. The attorneys of record in this Litigation and their co-shareholders, co-directors,  
17           partners, employees, and associates who are assisting in the Litigation  
18           (collectively hereafter referred to as “Outside Counsel”);
- 19           d. A Party, or an officer, director, or employee of a Party or of a Party’s affiliate, as  
20           long as any such person agrees to be bound by the terms and conditions of this  
21           Agreement;
- 22           e. Subject to the terms of Paragraph 14 below, experts or consultants and their staff,  
23           and litigation support personnel and their staff, retained by the Parties and/or  
24           Outside Counsel in this Litigation for the purposes of this Litigation;
- 25           f. Subject to the terms of Paragraph 14 below, support vendors or contractors  
26           retained by Outside Counsel for functions directly related to this Litigation, such  
27           as copying, document management, and graphic design; and

1 g. Any other person, provided that the Receiving Party has given written notice to  
2 the Producing Party of an intent to disclose specified CONFIDENTIAL  
3 Information to said person, who shall be identified by name, address, phone  
4 number, and relationship, if any, to the Receiving Party, and the Producing Party  
5 has not provided a written objection to the disclosure within ten (10) business days  
6 of delivery of the notification. In the event of an objection, the Producing Party  
7 shall have the right to move the Court for a protective order, and no disclosure  
8 shall be made pending the resolution of such motion for protective order. Before  
9 any person may receive Documents or Information pursuant to this subparagraph,  
10 he or she must comply with the requirements of Paragraph 12 below.

11 9. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information shall  
12 be maintained in strict confidence by the Parties who receive such information, shall be used  
13 solely for the purposes of this Litigation, and shall not be disclosed to any person, except:

14 a. The United States District Court for the District of Nevada, or any other court to  
15 which this matter may be transferred (the “Court”), including but not limited to  
16 the United States Bankruptcy Court for the District of Nevada, and persons  
17 assisting the Court or assisting in the litigation process (including, but not limited  
18 to, Court personnel, court reporters, stenographic reporters, videographers, and  
19 electronic filing personnel);

20 b. In the event of an appeal, the United States Court of Appeals for the Ninth Circuit  
21 (the “Appellate Court”) and/or the United States Supreme Court (the “Supreme  
22 Court”) and persons assisting the Appellate Court or the Supreme Court in the  
23 litigation process (including, but not limited to, Appellate and Supreme Court  
24 personnel, court reporters, stenographic reporters, videographers, and electronic  
25 filing personnel);

26 c. Outside Counsel of the Parties to this Litigation;

- d. Subject to the terms of Paragraph 14 below, experts or consultants and their staff, and litigation support personnel and their staff, retained by the Parties and/or Outside Counsel in this Litigation for the purposes of this Litigation; and
- e. Subject to the terms of Paragraph 14 below, support vendors or contractors retained by Outside Counsel for functions directly related to this Litigation, such as copying, document management, and graphic design.

10. If a witness is providing or is provided CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information during a deposition, counsel for the Producing Party may request that all persons other than the witness and persons entitled by this Order to have access to the CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information leave the deposition room during that portion of the deposition. Failure of any person to comply with such a request will constitute sufficient justification for the witness to refuse to answer the question, or for the Producing Party to demand that CONFIDENTIAL Information not be provided to the witness, pending resolution of the issue.

11. All designations of Information as CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" by the Producing Party must be made in good faith.

12. A party may object to the designation of particular Information as CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by giving written notice to the party designating the disputed Information. The written notice shall specifically identify the Information to which the objection is made. Upon receipt of written notice, the Parties shall have ten (10) business days to resolve the objection (“Resolution Period”). If the parties cannot resolve the objection within the Resolution Period, it shall be the obligation of the party designating the Information as CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to file an appropriate motion requesting that the Court determine whether the disputed Information should be subject to the terms of this Order. The party designating the Information as CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall have ten (10) business days after the Resolution Period has

1 expired to file such an appropriate motion (“Maintenance Period”). If such a motion is filed  
2 within the Maintenance Period, the disputed Information shall be treated as CONFIDENTIAL or  
3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under the terms of this Order until  
4 the Court rules on the motion. If the designating party fails to file such a motion within the  
5 Maintenance Period, the disputed Information shall lose its designation as CONFIDENTIAL or  
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and shall not thereafter be treated  
7 as CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in  
8 accordance with this Order. In connection with a motion filed under this provision, the party  
9 designating the Information as CONFIDENTIAL or “HIGHLY CONFIDENTIAL –  
10 ATTORNEYS’ EYES ONLY” shall bear the burden of establishing that good cause exists for the  
11 disputed Information to be treated as CONFIDENTIAL or “HIGHLY CONFIDENTIAL –  
12 ATTORNEYS’ EYES ONLY.”

13       13. While protected by this Order, any Information designated CONFIDENTIAL or  
14 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be held in strict confidence  
15 by each person to whom it is disclosed; shall be used solely for the purpose of this Litigation; and  
16 shall not be used for any other purpose, including, without limitation, any business or competitive  
17 purpose or use in any other lawsuit.

18       14. With respect to outside experts or other persons pursuant to Paragraphs 8 or 9,  
19 sections (e), (f) or (g), to become an authorized expert or other person entitled to access to  
20 CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
21 Information, the expert or other person must be provided with a copy of this Order and must sign  
22 a certification acknowledging that he/she has carefully and completely read, understands, and  
23 agrees to be bound by this Order. The Party on whose behalf such a certification is signed shall  
24 retain the original certification in accordance with applicable law governing the retention of  
25 documents in connection with the Litigation.

26       15. Notwithstanding any other provision herein, nothing shall prevent a Party from  
27 revealing CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
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Information to a person who created or previously received (as an addressee or by way of copy) such Information.

16. The inadvertent production of any Information without it being properly marked or otherwise designated shall not be deemed to waive any claim of confidentiality with respect to such Information. If a Producing Party, through inadvertence, produces any CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information without marking or designating it as such in accordance with the provisions of this Order, the Producing Party may, promptly on discovery, furnish a substitute copy properly marked along with written notice to all Parties (or written notice alone as to non-documentary Information) that such Information is deemed CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" and should be treated as such in accordance with the provisions of this Order. Each Receiving Party must treat such Information as CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" in accordance with the notice from the date such notice is received. Disclosure of such CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information prior to the receipt of such notice, if known, shall be promptly reported to the Producing Party and shall not be deemed a violation of the Confidentiality Agreement.

17. A copy of this Order shall be shown to each attorney acting as counsel for a Party and to each person to whom CONFIDENTIAL or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information will be disclosed.

18. Nothing in this Order shall be construed as an admission or agreement that any specific Information is or is not confidential.

19. See order issued concurrently herewith.

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16        20. This Order shall not be construed to prevent any Party from making use of or  
17 disclosing Information that was lawfully obtained by a Party independent of discovery in this  
18 Litigation, whether or not such material is also obtained through discovery in this Litigation, or  
19 from using or disclosing its own CONFIDENTIAL or “HIGHLY CONFIDENTIAL –  
20 ATTORNEYS’ EYES ONLY” Information as it deems appropriate.

21        21. If any Party becomes required by law, regulation, or order of a court or government  
22 entity to disclose any CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
23 EYES ONLY” Information that has been produced to it under the terms of this Order, such Party  
24 will reasonably notify the other Parties, in writing, so that the original Producing Party has an  
25 opportunity to prevent or restrict such disclosure. The Party required to disclose any  
26 CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
27 shall use commercially reasonable efforts to maintain the confidentiality of such  
28 CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information

1 and shall cooperate with the Party that originally produced the Information in its efforts to obtain  
2 a protective order or other protection limiting disclosure; however, the Party required to disclose  
3 the Information shall not be required to seek a protective order or other protection against  
4 disclosure in lieu of, or in the absence of, efforts by the Producing Party to do so.

5       22. Upon termination of this Litigation, either by settlement or other action, any Party  
6 and its counsel that obtained CONFIDENTIAL or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” Information through discovery shall, upon request, return all such  
8 CONFIDENTIAL or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information  
9 to the Producing Party or certify as to its destruction. Outside Counsel may retain one copy of  
10 pleadings, motions, deposition transcripts, exhibits submitted with such documents, and trial,  
11 hearing or other exhibits filed or otherwise submitted to the Court that contain CONFIDENTIAL  
12 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information solely for archival  
13 purposes. The restrictions of this Order shall apply to Outside Counsel for as long as they  
14 regularly hold such archival Documents.

15       23. The obligation to treat all information designated as CONFIDENTIAL or  
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in accordance with the terms of  
17 this Order and not to disclose such CONFIDENTIAL or “HIGHLY CONFIDENTIAL –  
18 ATTORNEYS’ EYES ONLY” Information shall survive any settlement or other termination of  
19 this Litigation.

20       24. The inadvertent production of any Information during discovery in this Litigation  
21 shall be without prejudice to any claim that such Information is subject to the attorney-client  
22 privilege or is protected from discovery as attorney work product. No Party shall be held to have  
23 waived any rights by such inadvertent production. Upon notification of inadvertent production,  
24 the Receiving Party shall not use or divulge the contents of such Information unless subsequently  
25 agreed to by the Producing Party or permitted by the Court. Any such inadvertently produced  
26 Information shall be returned by the Receiving Party within five (5) business days of any written  
27 request therefore. The Receiving Party retains the right to challenge the Information as not  
28 privileged or otherwise protected and discoverable.

1           25. The Parties may seek modification of this Order by the Court at any time, by  
2 stipulation or for good cause.

3           26. The illegality, invalidity or unenforceability of any provision herein shall not in  
4 any manner affect or render illegal, invalid or unenforceable any other provision of this Order,  
5 and that provision, and this Order generally, shall be reformed, construed and enforced so as to  
6 most nearly give lawful effect to the intent of the parties as expressed in this Order.

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8           IT IS SO ORDERED,

9           On date: August 28, 2019.

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11          Signed:   
12           JUDGE NANCY J. KOPPE  
13           US MAGISTRATE JUDGE

14          Respectfully submitted this 27<sup>th</sup> day of August, 2019.

15          SKLAR WILLIAMS PLLC

16          HOLLEY, DRIGGS, WALCH, FINE,  
17           PUZEY, STEIN & THOMPSON

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